



**NATIONAL TEXTILE CORPORATION LIMITED –
(WR) MUMBAI**

(A GOVERNMENT OF INDIA UNDERTAKING)
NTC HOUSE, 15 N.M. MARG, BELLARD ESTATE,
MUMBAI-400 001.

Phone : 022-22686600, FAX NO-022-22686631

Website www.ntcltd.org

**INVITE TENDER FOR
ENGAGEMENT OF AGENCIES FOR PROVIDING
PROFESSIONAL / OTHER MANPOWER ON
CONTRACT BASIS**

FOR
NATIONAL TEXTILE CORPORATION LTD – (WR)
MUMBAI AND ITS MILLS / OFFICES LOCATED IN
THE STATE OF MAHARASHTRA, MADHYA
PRADESH, GUJARAT ,WEST BENGAL, BIHAR,
ASSAM AND ORRISA



नेशनल टेक्सटाइल कारपोरेशन लिमिटेड
NATIONAL TEXTILE CORPORATION LIMITED
 (भारत सरकार का उपक्रम)
 (A Government of India Undertaking)



पश्चिम क्षेत्र कार्यालय: एनटीसी हाउस , 15 एन एम मार्ग, बेलार्ड इस्टेट, मुंबई 400001.
 WESTERN REGION OFFICE: NTC House, 15 N. M. Marg, Ballard Estate, Mumbai 400 001.
 दूरध्वनी / Tel. 022-22686600, फ़ैक्स / Fax- 022-22686631, Email : ntclwr.mumbai@ntcltd.org

Tender No.

Date: 20.07.2022

TENDER NOTICE

Sealed and super scribed tenders are invited in prescribed format, under two bid system (Technical Bid and Price Bid) for undertaking the contract for supply of professional Manpower on contract basis to National Textile Corporation Ltd – (WR) Mumbai and its Mills / Offices located in the state of Maharashtra, Madhya Pradesh, Gujarat , West Bengal, Bihar, Assam and Orissa. The works involved and terms & conditions are given in schedules of this tender document.

The Bidder should be experienced and registered under various required Acts & Laws in undertaking manpower supply contracts. The work requirements in details and other terms and conditions are given in the tender document. The tender document can be obtained from General Manager (Tech/Material) National Textile Corporation Limited, NTC House, 15 , N.M. Marg, Bellard Estate, Mumbai -400 001 during weekdays from Monday to Friday between 9.30 am to 17.30 pm on payment of the cost of the tender document. The cost of the tender document is Rs.1000/-. The cost of tender document is to be paid by way of demand draft on any Nationalized/Scheduled Commercial Bank. (Excluding co-operative/rural bank) to be prepared in the name of “**N.T.C. Ltd. Unit Western Region**” payable at Mumbai. The tender document is also available at company’s website www.ntcltd.org. Those who download the tender document from the website shall ensure that the Technical Bid contains demand draft for Rs. 1000/- (Rs. One Thousand Only) on any Nationalized/Scheduled Commercial Bank. (Excluding co-operative/rural bank) to be prepared in the name of “**N.T.C. Ltd. Unit Western Region**” payable at Mumbai. Towards the cost of Tender document. The Technical bid not accompanied by the demand draft or receipt for Rs. 1000/- (Rs. One Thousand Only) will be summarily rejected. Tender fees are non-refundable.

The time-line for issue and submission of tender document are as under:-

1. **The date of issue of Tender Document (IST):** 20/07/2022
2. **The last date & time of receipt of Bids (IST):** 10/08/2022 upto 2.00 PM
3. **The date & time of opening of Technical Bid (IST):** 10/08/2022 At 3.30 PM
4. **Place of opening of Technical bid above office address.**
5. **Date & time of opening financial bid will be intimated later to the successful bidders.**

NTC Ltd (WR) Mumbai reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all the tenders without giving any notice or assigning any reason. The decision of the NTC Ltd. Mumbai in this regard shall be final and binding on all.

NATIONAL TEXTILE CORPORATION LIMITED – (WR) MUMBAI

(A GOVERNMENT OF INDIA UNDERTAKING)

NTC HOUSE, 15 N.M. MARG, BELLARD ESTATE,
MUMBAI-400 001.

Phone: 022-22686600, FAX NO-022-22686631

Website www.ntcltd.org

INSTRUCTION TO BIDDERS

1. This bid is invited for engagement of agencies for supply of professional/ other manpower on contract basis to National Textile Corporation Ltd – (WR) Mumbai and its Mills / Offices located in the state of Maharashtra, Madhya Pradesh, Gujarat, West Bengal, Bihar, Assam and Orissa. as mentioned in this Bid from reputed, experienced and financially sound Manpower Companies/firms/agencies located in the states of Maharashtra, Madhya Pradesh, Gujarat, West Bengal, Bihar, Assam and Orissa for a period of one year commencing from the date of signing of agreement.
2. This is a TWO BID system comprising of:
 - (a) Technical Bid
 - (b) Price Bid.
3. The Technical Bid should accompany a demand draft of **Rs. 50,000/-** (Rs. Fifty thousand) refundable (without interest on any Nationalized/Scheduled Commercial Bank (excluding co-operative/rural bank) to be prepared in the name of **“N.T.C. Ltd. Unit Western Region”** payable at Mumbai towards Earnest Money Deposit (EMD), Those bids that are not accompanied by EMD of Rs.50,000/- (Rs. Fifty thousand) & tender fees of Rs. 1000/- (One thousand) will not be eligible for consideration.
4. Both the bids shall be submitted in sealed covers separately and shall be super scribed on the respective covers i.e. “price bid” & “technical bid” in order to clearly identify between two bids. The two separately sealed and super scribed bids enclosed in a single cover sealed and super scribed with the Tender No., complete in all respect, addressed to General Manager (Tech/Material) National Textile Corporation Limited, NTC House, 15 , N.M. Marg, Ballard Estate, Mumbai -400 001 should reach us on or before the due date and time mentioned in the Tender notification(NTC Ltd (WR) Mumbai shall not be responsible for the delay, in the delivery of the bidding documents or non- receipt of the same.)
5. a. Demand drafts towards EMD & tender fees shall be kept in the envelope mean for Technical Bid.
- 5.1 The interested Bidders may present themselves at the time of opening of the technical bids at the stipulated date & time.
6. In case the date mentioned above is declared subsequently as holiday for the company’s office, the due date for sale/ submission and opening of bids will be the next working day at the same venue and time. Bids received after the last date and time for submission shall not be considered.
7. The Bidder is expected to examine all work requirement, Instructions, Forms, Terms and conditions given in the Bidding documents. Failure to furnish all information required in the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk. Incomplete bids shall be deemed as non responsive bid & will be rejected.
8. A declaration as given in Schedule-F stating that ALL TERMS AND CONDITIONS of this tender are acceptable should accompany the tender, failing which the tender will be summarily rejected.
9. The validity of the tender shall be for a period of one year & may be extended for another two year.
10. The technical bid will be evaluated on the basis of criteria as prescribed in the tender (Schedule –E), and those Bidder who secure a minimum of 70% score in the prescribed Para meters will only be considered as “Qualified”. (Management will take a decision on this point)

11. The price bid of that Bidder who qualify in the technical bid only will be opened. The date and time of opening of price bid will be intimated separately. The EMD of the Bidders who do not qualify in technical/financial bid will be **returned** without interest.
12. The Bidder be kept informed that the management reserves the right to empanel the agency/agencies for respective category of post as per their lowest rates for each category of post. The lowest rate for each post shall be the total CTC to the NTC Ltd (WR) Mumbai . In case two or more agencies quote same rate(which found to be lowest) for any particular category of posts, then the right of selection of any one agency or different agencies on the basis of merit is reserved by NTC Ltd (WR) Mumbai.
13. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
- 14. Bids, offering rate, which are lower than the minimum wages as prescribed by the respective state Govt. /Authority and as applicable to respective location, contribution towards EPF and ESI (as applicable) for the pertinent category of Manpower, would be rejected.**
15. The successful bidder shall furnish the following documents in respect of the individual category of person deployed by the National Textile Corporation Ltd – (WR) Mumbai and its Mills / Offices located in the state of Maharashtra, Madhya Pradesh, Gujarat, West Bengal, Bihar, Assam and Orissa. Mumbai before the commencement of work:
 - a. List of personnel shortlisted by the agency for deployment in NTC containing full details i.e. date of birth, marital status, address, photographs, identification mark etc;
 - b. Bio-data of the persons.
 - c. Certificate of verification of antecedents of persons by local police authority.
16. In case, the person employed by bidder commits any act of omission/ commission that amounts to misconduct/ indiscipline/ incompetence and security risk, the successful Company / Firm / Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the competent authority. The bidding company/ firm/ agency shall replace within two days any of its personnel who is found unacceptable by National Textile Corporation Ltd – (WR) Mumbai and its Mills / Offices located in the state of Maharashtra, Madhya Pradesh, Gujarat, West Bengal, Bihar, Assam and Orissa.. Any loss caused to NTC by acts or omission of deployed manpower shall be indemnified by the bidder.
17. The Bidder Company shall provide identity cards to the personnel deployed in National Textile Corporation Ltd – (WR) Mumbai and its Mills / Offices located in the state of Maharashtra, Madhya Pradesh, Gujarat, West Bengal, Bihar, Assam and Orissa. carrying the photographs of the personnel and personal information as to name, DOB, age and identification mark etc.
18. The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/ organizational matters are not divulged or disclosed to any person by its personnel deployed in National Textile Corporation Ltd – (WR) Mumbai and its Mills / Offices located in the state of Maharashtra, Madhya Pradesh, Gujarat, West Bengal, Bihar, Assam and Orissa.
19. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, tobacco chewing, smoking, and loitering without work, chewing gum or any other material which may cause unnecessary spitting.
20. For all intents and purposes, the service providing agency shall be the “Employer” within the meaning of different labour Legislations in respect of personnel so employed and deployed in the NTC. The persons deployed by the agency in the NTC shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against National Textile Corporation Ltd – (WR) Mumbai and its Mills / Offices located in the state of Maharashtra, Madhya Pradesh, Gujarat, West Bengal, Bihar, Assam and Orissa.

21. In case of termination of this contract or its expiry or otherwise, the person deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular post/ otherwise capacity in National Textile Corporation Ltd – (WR) Mumbai and its Mills / Offices located in the state of Maharashtra, Madhya Pradesh, Gujarat, West Bengal, Bihar, Assam and Orissa.
22. **If the Contractor is a partnership or a Joint venture firm, this agreement must be signed by all partners or Joint venture members & submit copy of the same.**
23. That all pages have been stamped and signed by the authorized person(s).
24. That all pages have been numbered.
25. That all the documents are legible (clearly readable).
26. The candidates shall be selected after the test/interview to be conducted at respective place of NTC Ltd (WR) Mumbai and its mill/office which is at the discretion of the Management only those who qualify the said test/interview shall be selected to work in the office. (Management will take a decision on this point).

EMD & Tender Fee concession/exemption for MSME entrepreneurs

For granting the MSMEs necessary concession / exemptions as per Govt. directives, bidders are requested to submit the copies of registration certificates issued by the Concerned Authorities. The bidder has to specify whether they are Micro or Small Enterprises and if so, whether they are owned by SC/ST Entrepreneurs.

IMPLEMENTATION OF INTEGRITY PACT IN NTC

Bidders are requested to go through the implementation of integrity pact in NTC which is attached as **ANNEXURE**. This tender is hosted on our website: www.ntcltd.org along with the copy of the Integrity Pact, which may be downloaded and submitted duly signed with seal, along with the tender. "Only those vendors / bidders, who commit themselves to Integrity Pact would be considered competent to participate in the bidding process.

The name of the independent External monitors (IEM) is Transparency International India. (TII). This tendering process is being monitored by Independent External Monitors , **Smt. Archana Pandey Tiwari, IRS (Retd)** Address - C-32, Nangal Dewat, -Vasant Kunj, New Delhi -70, Email - ampandey2001@yahoo.com and **Shri Sadhu Ram Bansal, Ex-CMD Corporation Bank** Address - Plot No.– 29, Second Floor, -Sector-12A, Dwarka, New Delhi - 110078, Email -sr.bansal123@gmail.com
If any party is aggrieved they are free to approach the said IEM in terms of Integrity Pact".

SCHEDULE A**NATIONAL TEXTILE CORPORATION LIMITED – (WR) MUMBAI**

(A GOVERNMENT OF INDIA UNDERTAKING)

NTC HOUSE, 15 N.M. MARG, BELLARD ESTATE,
MUMBAI-400 001.

Phone : 022-22686600, FAX NO-022-22686631

Website www.ntcltd.org**Requisite skill sets and qualification required for personnel to be engaged through manpower agency.**

S.No	Name of Post	Educational Qualification	Age
1	Clerical staff in Finance, Marketing, Material, HR, Technical, costing, IT Personnel Secretaries etc departments.	Graduate in any discipline from a recognised Indian University with computer related course (not less than 6 months)	Maximum 40 years
2	Supervisor (in technical discipline)	Degree/diploma in Technical field	Maximum 40 years.

The experience and Rate per month (Gross) will be as under:-

A) Technical Category

Sr No.	Particulars	Experience	Rate P.M. Gross
1.	Three years Diploma /Degree in professionally Qualification.	No Experience	Prevailing Minimum wages.
2	Three years Diploma in professionally Qualification.	1 year	20000/-
3	Three years Degree in professionally Qualification.	1 Year	25000/-

B) Clerical Category

Sr No.	Particulars	Details
1	Graduate fresh incumbent with computer knowledge	Prevailing Minimum wages of Skilled category
2	Graduate with one year experience in NTC Mills/ office	Prevailing Minimum wages of Skilled category + Rs. 2000/-
3	Post Graduate with one year experience in NTC Mills/ office	Prevailing Minimum wages of Skilled category + Rs. 2500/-
4	Graduate with Two year experience in NTC Mills/ office	Prevailing Minimum wages of Skilled category + Rs. 3000/-
5	Post Graduate with two year experience in NTC Mills/ office	Prevailing Minimum wages of Skilled category + Rs. 3500/-

C) Professional employee in Non Technical category

In the non technical department such as HR, Finance, Costing, Legal, Asset management, Administration, etc.

Sr No.	Particulars	Experience	Rate P.M. Gross
1.	Professional Qualification with relevant discipline in the level of Assistant manager on contractual basis	No Experience	Prevailing Minimum wages.

Compliance of all other benefits in pursuance of statutory i.e. 1) P.F. Act, 2) ESIC Act, 3) Gratuity Act, 4) Maternity Benefits Act, 5) Maharashtra workmen's Minimum House Rent allowance Act. 6) Applicable Taxes. 7) Any other Act applicable to respective region is the obligation of the service provider and the same should be factored at the time of quoting the tender.

NATIONAL TEXTILE CORPORATION LIMITED – (WR) MUMBAI

(A GOVERNMENT OF INDIA UNDERTAKING)

NTC HOUSE, 15 N.M. MARG, BELLARD ESTATE,
MUMBAI-400 001.

Phone: 022-22686600, FAX NO-022-22686631

Website www.ntcltd.org**GENERAL REQUIREMENTS**

1. To provide required number of efficient Skilled clerical staff/ Supervisors on contract basis by the Agency as and when required by the company without any delay (not beyond ten days of date of requisition). Failure in providing manpower in time will attract penalty and / or may result in termination of contract without prior notice, forfeiture of EMD / Security Deposit and legal action for recovery of loss or damage suffered by the company on account of failure.
2. The Agency shall ensure compliance of all statutory requirements, as applicable and suggested/instructed by NTC Limited (WR) Mumbai from time to time.

3. HEALTH CONDITION

All persons prior to employment shall be physically fit and shall be free from any contagious diseases.

4. RECORDS MAINTENANCE:

The Agency will be liable to keep updated Attendance Register, Wage Register and other Statutory Registers and any other Records to be maintained as required by the against National Textile Corporation Ltd – (WR) Mumbai and its Mills / Offices located in the state of Maharashtra, Madhya Pradesh, Gujarat , West Bengal, Bihar, Assam and Orissa. From time to time, and as required by respective statutory requirements. The agency shall produce the same on demand to the concerned authority of the National Textile Corporation Ltd – (WR) Mumbai and its Mills / Offices located in the state of Maharashtra, Madhya Pradesh, Gujarat, West Bengal, Bihar, Assam and Orissa. or any other authority under law.

5. LEGAL COMPLIANCE:

- (a) The Agency should have license registration under the contract Labour (R&A) Act 1970, PF code, ESIC Code, Service Tax and any other law as applicable or statutory licenses wherever applicable. The agency should produce proof to the company of the items prescribed in the Schedule-E.

- (b) **The Agency should take insurance for their employees against any eventuality** of accident etc. National Textile Corporation Ltd – (WR) Mumbai and its Mills / Offices located in the state of Maharashtra, Madhya Pradesh, Gujarat , West Bengal, Bihar, Assam and Orissa. Will not be liable for any accident sustained to Agency's employees while on or out of the work during the contract period. The Agency has to cover personal accident insurance policy in respect of the employees engaged by him under Workmen Compensation Act/ or any other Act on the subject.

6. The agency shall also arrange periodical training to the employees engaged for updation of the skill and keep records of the same.
7. The technical bid evaluation will be made as per requirements given in Schedule-E, therefore any deficiency there will construed as incomplete tender & hence will be rejected.

SCHEDULE C**NATIONAL TEXTILE CORPORATION LIMITED – (WR) MUMBAI**

(A GOVERNMENT OF INDIA UNDERTAKING)

NTC HOUSE, 15 N.M. MARG, BELLARD ESTATE,
MUMBAI-400 001.

Phone : 022-22686600, FAX NO-022-22686631

Website www.ntcltd.org**(General information of the Bidder)**

1. Name and Address of the Bidder :
 - I. Telephone No
 - II. Landline Phone :-----
 - III. Mobile Phone :-----
 - IV. Fax :-----
 - V. E mail Address :-----
 - VI. Name of contact person with :-----
 - VII. Mobile No. if any :-----
(in case of organization)

Whether individual/Proprietor/
Partnership firm/Limited Co./Society/others :-----
(Give Details)

Details of Partners/Director/Proprietor/others :-----

 - (i) PAN :-----
 - (ii) Income Tax Return of last 3 years. :-----
 - (iii) Bank A/c. details :-----
 - (iv) Adhaar No. if applicable :-----
2. The code nos. of (Proof is to be enclosed)
 - (a) EPF Registration :----- (with certified photocopy of Regn.Certificate)
 - (b) ESI Registration :-----do-----
 - (c) G.S.T. Registration. :-----do-----
3. No & date of license obtained under the
Provisions of the Contract Labour (R&A) Act :-----
1970, if any. Please attach an attested
Photocopy of the license. :-----
4. Details of experience in carrying out :-----
Manpower supply contract in State /Central :-----
Government institution/PSUs and :-----
No. of persons engaged during last 3 years. Also attach the copy of : ----
Certificate in proof.
5. Are you ready to undertake and carry :-----
Out the work by engaging adequate manpower
Without fail as per the terms and conditions
Given in Tender Document?

6. On awarding the contract can you
- I. Engage persons qualified and experienced as given in Schedule-A of this Bid ? :
 - II. Ensure that the persons engaged by you are free from contagious diseases? :
 - III. Ensure clean clothing to the persons engaged by you? :
 - IV. Prohibit smoking , chewing, eating and Drinking in the work area. :
7. Do you agree to follow the provisions of all relevant laws in respect of labour, Payment of Minimum Wages/Payment of Wages Act. and all other Laws applicable to such engagement. :
8. Have you read, understood and agreed to abide by the terms and conditions of the agreement to be signed by the Bidder and the company, once the work is awarded? :

DECLARATION

I/We confirm having read and understood the work requirements, instructions, forms, terms and conditions draft agreement and all relevant information regarding the Tender Document No. _____ and agree to abide by all without any deviation from what are stated and contained therein in the Tender Document and draft agreement.

Place:

Signature

Date:

Name & Address

Seal (in case of Society/Organization/Firm)

SCHEDULE- D**NATIONAL TEXTILE CORPORATION LIMITED – (WR) MUMBAI**

(A GOVERNMENT OF INDIA UNDERTAKING)

NTC HOUSE, 15 N.M. MARG, BELLARD ESTATE,
MUMBAI-400 001.

Phone: 022-22686600, FAX NO-022-22686631

Website www.ntcltd.org**TERMS AND CONDITIONS**

1. The Tender should be complete in all respect. Incomplete tenders are liable to be rejected.
2. Unsealed tenders received are liable to be rejected and this will be at the sole risk of the Bidder.
3. The company shall have the right to inspect the existence and correctness of the details claimed in the technical bid, to determine the eligibility of the Bidder prior to opening of price Bid or the award of work and the Bidder shall extend all cooperation for this. If any information provided in the Technical Bid is found to be false or not correct at the stage of inspection, the Bidder may be disqualified. If any information provided in the Technical bid is found false at any point time during the contract period, the same shall result in termination of contract with the Bidder, disqualification of the Bidder from future tendering, forfeiture of EMD and security deposit paid besides Bidder being liable to payment of compensation towards loss or damage caused to the company on account of making false claims.
4. The bidder who does not meet the minimum eligibility criteria shall be considered as **DISQUALIFIED** in **Technical bid tender**. Their price bid shall be returned unopened to them.
5. The successful Bidder shall provide performance security by Demand draft/Bank guarantee on any Nationalized/Scheduled Commercial Bank.(excluding co-operative/rural bank) to be prepared in the name of “**N.T.C. Ltd. Unit Western Region**” payable at Mumbai covering the period of contract for an amount of 10% of the value of the contract before commencement of the work. The performance security will remain with NTC Ltd (WR) till the completion of contract.
6. A declaration (as given in schedule-F) from the Bidder that the offer being submitted is as per the requirement given in this Bid is to be attached along with the Technical Bid.
7. Persons engaged for the work as per this tender by the contractor will be employee of the contractor at all times and for all purposes and not of National Textile Corporation Ltd – (WR) Mumbai and its Mills / Offices located in the state of Maharashtra, Madhya Pradesh, Gujarat , West Bengal, Bihar, Assam and Orissa and there will not be any employer employee relationship between National Textile Corporation Ltd – (WR) Mumbai and its Mills / Offices located in the state of Maharashtra, Madhya Pradesh, Gujarat , West Bengal, Bihar, Assam and Orissa and the persons employed by contractor for aforesaid work.
8. The persons to be engaged for this work by the contractor should be in age between 20 and **40** years with qualification and experience as given SCHEDULE-A of this bid and physically fit. The Bidder shall ensure towards prohibit of consumption of alcoholic drink, paan, smoking, chewing tobacco etc. at work place by the persons provided and shall comply with all relevant legal provisions.

9. The contract awarded shall not be subcontracted to any other person/organisation. In case the company finds at any point of time during the period of contract, that the contract undertaken by the contractor has been subcontracted, the same will be treated as violation of the agreement, resulting Bidder being liable for legal action, termination of contract, forfeiture of EMD, security deposit and disqualification from future tenders to NTC Ltd (WR) Mumbai
10. The requirement of manpower per day given in scheduled A may vary based on needs of the Corporation. However Minimum requirement per day may be within 140 to 186 comprising all grades. However there is no such commitment by the corporation for the minimum requirement which is exceptional situation may vary considerably. The Bidder will be given specified direction regarding requirement of contract persons to be provided along with place, time of engagement and any other instruction that may be necessary for the performance of the contract.
11. **PRICE BID**
- The Bidder shall quote the lowest competitive service charges in percentage (%) only in the financial bid.
12. Before quoting the rate in the price bid, the Bidder should study well the nature of contract and responsibilities specified in this tender. Thereafter **the bidder shall quote separately**
- (1) The salary to be paid to the persons**
(2) Contractor's PF and ESI contribution
(3) Service Tax as applicable, Insurance coverage for his/her/its persons, Services charges and other statutory obligation.
- National Textile Corporation Ltd – (WR) Mumbai and its Mills / Offices located in the state of Maharashtra, Madhya Pradesh, Gujarat, West Bengal, Bihar, Assam and Orissa shall have no obligation with regard to statutory or other welfare measures of the contract persons provided by the contractor. The contractor shall bear and absorb the entire rise in wages or other monthly payment and other statutory levies in respect of the employees provided by him during the tenure of contract. He should comply with all statutory obligations in respect of manpower, etc.
13. The Bidder is kept informed that the management reserves the right to empanel the agency/agencies (i.e. one or different) for respective category of post as per their lowest rates for each category of post. The lowest rate for each post shall be the total CTC to the National Textile Corporation Ltd – (WR) Mumbai and its Mills / Offices located in the state of Maharashtra, Madhya Pradesh, Gujarat, West Bengal, Bihar, Assam and Orissa. In case of rates to be same/similar for different/one category of post that the selection of agency for the award of work will be chosen as per individual merit of the respective agency.
14. On finalization, the Bidder shall execute an agreement as per draft agreement available in NTC Ltd (WR) NTC House, 15 N.M. Marg, Bellard Estate, Mumbai 400001 on a stamp paper worth Rs.100.00. The agreement shall contain the terms & conditions mutually agreed upon and this tender shall be part of the agreement. The agreement will be valid initially for a period of one year and extendable on same terms & conditions on mutual consent of Bidder & NTC Ltd (WR) Mumbai upto a period of three more years.
15. **RECOVERY OF LOSS/DAMAGE TO COMPANY:-**
- On awarding the contract, but before signing the agreement, the Bidder shall furnish security deposit by either demand draft or Bank Guarantee of 10% of the Value of the contract which will be returned without interest on completion of contract period. This Security deposit shall be forfeited in case the Bidder withdraws from the contract once it is awarded or fails in providing the sufficient number of persons in time as required by the company or in case any loss or damage is caused to the company by the contractor or by his/her /its persons or on breach of any of the conditions of the contract. Loss or damage caused to the company at the instance of the contract awarded to the contractor shall be recovered from Security Deposit in proportion to the loss or damage sustained by the company and the decision on the amount of compensation for the loss or damage shall be at the discretion of the NTC Ltd (WR) Mumbai. The NTC Ltd (WR) Mumbai shall also have the right to recover such loss or

damage from the movable or immovable properties of the contractor and his heirs and legal representatives if the loss or damage caused is in excess of security deposit.

16. **GENERAL**

This tender is liable to be suspended or cancelled at any time at the discretion of the Management, NTC Limited with or without assigning any reason. Also any technical Bid and Price Bid can be rejected or cancelled by him/her without assigning any reason.

SCHEDULE - E**NATIONAL TEXTILE CORPORATION LIMITED – (WR) MUMBAI**

(A GOVERNMENT OF INDIA UNDERTAKING)

NTC HOUSE, 15 N.M. MARG, BELLARD ESTATE,
MUMBAI-400 001.

Phone: 022-22686600, FAX NO-022-22686631

Website www.ntcltd.org**TECHNICAL BID****QUESTIONNAIRE TO BE FILLED FOR MINIMUM ELIGIBILITY CRITERIA MANPOWER SUPPLY
ON CONTRCAT BASIS**

			Qualifying Marks
1	Do you have minimum 3 years experience in engaging professional manpower executives with State/Central Government departments or PSUs/ Autonomous bodies (Attach Proof of exp.)	Yes/No	30
2	Have you provided minimum 100 contract workers in any single industry per day throughout 12 Months? (Attach Proof)	Yes/No	20
3.	Do you have an turnover of minimum Rs.0.50 crore per annum in last 3 years?(Attach Proof)	Yes/No	30
4	If the above 1,2 & 3 are yes, have you enclosed the copies of Experience Certificate and copy (i.e) of the proof '2' & '3' along with the technical Bid?	Yes/No	*
5	Do you agree to provide Security deposit for an amount of 10% of the contract value by DD or bank Guarantee from a Nationalised /Scheduled bank before undertaking the work, if awarded?	Yes/No	*
6	Do you have enclosed herewith the proof of Provident Fund Registration in your favour i.e. Bidder ?	Yes/No	20
7	Do you have enclosed herewith proof of ESI registration in your favour i.e. Bidder?	Yes/No	
8	Do you have enclosed herewith proof of Service Tax Registration in your favour i.e. Bidder?	Yes/No	
9	Have you attached the Declaration (as in Schedule-F) along with this bid?	Yes/No	*
10	Will you meet all the legal/ statutory requirements like Minimum Wages Act, PF, ESI Acts, Workmen Compensation Act etc. with respect to this work?	Yes/No	*
11	Have you enclosed demand draft for Rs.50,000/-(Rs. Fifty thousand) towards EMD in Technical Bid? If yes, furnish the demand draft details	Yes/No	*

*Mandatory, failing which the bidder will be discontinued.

All the information provided herein above are true and correct.

NAME & SIGNATURE OF THE BIDDER

Place:

NATIONAL TEXTILE CORPORATION LIMITED – (WR) MUMBAI

(A GOVERNMENT OF INDIA UNDERTAKING)

NTC HOUSE, 15 N.M. MARG, BELLARD ESTATE,
MUMBAI-400 001.

Phone: 022-22686600, FAX NO-022-22686631

Website www.ntcltd.org

DECLARATION

I / We confirm having read and understood all the work requirements, instructions, forms, terms and conditions and all other requirements of the above tender in full and the offer being submitted is as per the requirements given in this bid and that I/we agree to abide by all without any deviation. I also confirm that my agency /firm have not been “blacklisted” by any Govt. Deptt./ PSE/Statutory organization.

SIGNATURE:

NAME & ADDRESS OF AUTHORISED PERSON

(Seal of the Authorized Person)

SCHEDULE – G**NATIONAL TEXTILE CORPORATION LIMITED – (WR) MUMBAI**

(A GOVERNMENT OF INDIA UNDERTAKING)

NTC HOUSE, 15 N.M. MARG, BELLARD ESTATE,
MUMBAI-400 001.

Phone : 022-22686600, FAX NO-022-22686631

Website www.ntcltd.org**PRICE BID TENDER FORM****RATE SCHEDULE FOR PROVIDING CONTRACT MANPOWER**

1. Name & Address of the Bidders
.....

1. The bidder shall quote his/their lowest competitive monthly rate in this price Bid, for providing executives and other category of persons given in Schedule 'A'. The Bidders should essentially understand the tender conditions and other requirements with respect to this tender.
 - a) The bidder shall write the salary/wage and other charges separately for **ONE PERSON**
 - i. The salary/wage to be paid to the person for a month and separately of – Employer's contribution of PF & ESI – for ONE PERSON.
 - ii. The other Charges shall include Contractor contribution of PF ESI, Service Tax, service Charge and Income tax as applicable, and all other charges. For this, the Bidders shall study well all the financial commitments involved and subject individual tax/levies.
 - b) The Bidders should study well all the following before submitting the tender:
 - I. The salary/wage to be paid to one person for a month as per respective regional Minimum Wages Act (Payment of Minimum Wages Act 1948)
 - II. The liabilities and responsibilities of contractor on undertaking the work
 - III. In case any clarification is required, the bidder may contact to NTC Ltd (WR) NTC House. 15 N.M. Marg Bellard Estate Mumbai 400001.
 - c) The contractor should provide the Supervisor/Clerical staff on contract basis in time to National Textile Corporation Ltd – (WR) Mumbai and its Mills / Offices located in the state of Maharashtra, Madhya Pradesh, Gujarat , West Bengal, Bihar, Assam and Orissa complying with relevant statutory requirement as applicable from time to time and as directed by the National Textile Corporation Ltd – (WR) Mumbai and its Mills / Offices located in the state of Maharashtra, Madhya Pradesh, Gujarat , West Bengal, Bihar, Assam and Orissa, and other statutory authorities in this regard.
 - d) Rate Quoted in **only Service charges in % of agency charge of minimum wages Rate for a month to the National Textile Corporation Ltd – (WR)** (Rate on Monthly Basis)

FINNACIAL BID

RATE SCHEDULE FOR PROVIDING CONTRACT MANPOWER

The tenders has to quote only Service charges in % of agency charge of minimum wages Rate for a month to the National Textile Corporation Ltd - (WR) Mumbai and its Mills / Offices located in the state of Maharashtra, Madhya Pradesh, Gujarat , West Bengal, Bihar, Assam and Orissa, as per the category given in SCHEDULE-A of this Bid.

	Particulars & Category	Service charges in %
1	Technical Category.	
2	Clerical Category.	
3	Professional employee in Non Technical category.	

Sign & Seal of Bidder.....

DECLARATION

I/We am/are fully aware of the statutory obligation to be complied with respect to this offer and on awarding the contract to me/us. I/We will be responsible for all the statutory/legal aspects related to this offer. I/We have also fully understood the nature of contract and costs involved. The rates quoted by me/us in this bid are all inclusive and in case contract is awarded, during the period of contract I/We will not claim any upward revision in the rate.

SIGNATURE OF THE BIDDER

NAME & ADDRESS

(SEAL OF THE BIDDER)

PLACE: -----

DATE: -----

ANNEXURE

INTEGRITY PACT
Between
National Textile Corporation Limited (NTC) hereinafter referred to as
“The Principal”

and

.....hereinafter referred to as
“The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/contractor(s)

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s) /Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at **Annexure-A**.
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s), before award or during the execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of Business Dealings”. Copy of the “Guidelines on Banning of Business Dealings” is annexed and marked as **Annexure-B**.

Section 4- Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti- corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of Business Dealings.”

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s)/Contractors as confidential. He reports to the Chairman, NTC.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman, NTC within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairman, NTC, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman NTC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word '**Monitor**' would include both singular and plural. Monitor would be entitled to receive such compensation as may be decided time to time by the CMD/Competent Authority.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract or contract period (extended if applicable) whichever is later and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman of NTC.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. That a person signing IP shall not approach the courts while representing the matters to IEMS and he/she will await their decision in the matter.
3. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
4. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- 5. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

 (For & On behalf of the Principal)
 (Office Seal)

(For & On behalf of Bidder/Contractor)
 (Office Seal)

Place.....
 Date.....

Witness 1 :
 (Name & Address)

Witness 2 :
 (Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**Annexure A**

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and limited Tender. An agent who is not registered with NTC shall apply for registration in the prescribed Application-Form.
- 1.1 Registered agents will file an authenticated photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreements and giving the status being enjoyed by the agent and the Commission/remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by NTC.
- 1.2 Wherever Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/REPRESENTATIVES IN INDIA.IF ANY.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer.
- 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agents/representatives be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
- 2.1.2 The amount of commission /remuneration included in the quoted price(s) for such agents /representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission / remuneration if any, payable to his agents/representatives in India, may be paid by NTC in Indian Rupees Only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their Offers.
- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to Tender either directly or through the agents/representatives.
- 2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration , if any, reserved for the Tenderer in the quoted price(s) , may be paid by NTC in India in equivalent Indian Rupees on satisfactory completing of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents /representatives in India in Indian Rupees on expiry of 90 Days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by NTC. Beside this there would be a penalty of banning business dealing with NTC or damage or payment of a named sum.

Guidelines on Banning Business Dealings

1. Introduction

- 1.1. National Textile Corporation Limited (NTC) deals with Agencies viz parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of NTC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process.
- 1.2. Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 The Information for Bidders/ Instruction to Bidders and even the General Conditions of Contract (GCC) of NTC generally provide that NTC shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or anything unethical not expected from a reputed contractor.
- 2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors/bidders; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.3 These guidelines shall apply to all the Mills whether operational or closed/showrooms/RMDs/Regional Offices/Sub Offices/Liaison Office of NTC.
- 2.4 It is clarified that these guidelines do not deal with the poor performance of the contractors/ Agencies.
- 2.5 The banning shall be with prospective effect, i.e. future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- I. "Party / Contractor / Supplier / Bidders" shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. "Party / Contractor/ Supplier / Bidder" in the context of these guidelines is indicated as 'Agency'.
- II. "Unit" shall mean the Mills whether operational or closed/showrooms/RMDs/Regional Offices/Sub Offices/Liaison Office of NTC.
- III. "Competent Authority" and 'Appellate Authority' shall mean the following:

a) For NTC Wide Banning

The concerned director shall be the 'Competent Authority' for the purpose of these guidelines. CMD shall be the 'Appellate Authority' in respect of such cases.

b) For Mills whether operational or closed/showrooms/RMDs/Regional Offices/Sub Offices/Liaison Office of NTC.

Head of the Unit/Head of Finance shall be the 'Competent Authority' for the purpose of these guidelines, in respect of concerned unit/Sub-office/Regional Office. The concerned Executive Director/ Regional Head of the Unit/ Region shall be the 'Appellate Authority' in all such cases.

- IV. "Investigating Committee" shall mean any Officer/Committee appointed by Competent Authority to conduct investigation.
- V. "Approved Agencies viz Parties / Contractors / Suppliers/Bidders" shall mean and include list of Parties/ Contractors / Suppliers / Bidders etc, who have been pre-qualified by NTC for any tender/contract/bid.

4. Initiation of Banning / Suspension

Action for banning /suspension business dealings with any Agency shall be initiated by the department responsible for invitation of bids after noticing theirregularities or misconduct on the part of Agency concerned. Besides the concerned department, Vigilance Department may also be competent to initiate such action.

5. Suspension of Business Dealings.

- 5.1 If the conduct of any Agency dealing with NTC is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Committee, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
- 5.2 The order of suspension shall be communicated to all Departmental Heads of NTC and Heads of the Units, which would also be displayed on Intranet, if available. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.5 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.

6. Ground on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to NTC so warrants;
- 6.2 If the Director of a company (other than Govt. company) /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;

- 6.3 If business dealings with the Agency have been banned by the Ministry of Textiles, Government of India.
- 6.4 If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
- 6.5 If the Agency uses intimidation / threatening or brings undue outside pressure on NTC or its official for acceptance / performances of the job under the contract;
- 6.6 If the Agency misuses the premises or facilities of the NTC, forcefully occupies or damages the NTC's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note : The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

- 7.1 A decision to ban business dealings with any Agency shall normally apply throughout NTC. However, the Competent Authority of the Unit can impose such ban unit-wise only if in the particular case banning of business dealings by respective Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct / default to beyond the Unit. Any ban imposed by Corporate Office shall be applicable across all Units of NTC.
- 7.2 There will be an Investigating Committee in each Unit to be appointed by Head of the Unit for processing the cases of "Banning of Business Dealings". However, for procurement of items /award of contracts at Corporate Office, the committee shall consist of officers not below the rank of Senior Manager from Indenting Division & Finance. Member from department responsible for invitation of bids shall be the convener of the committee. The functions of the committee shall, inter-alia include:
- i) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
 - ii) To recommend for issue of show-cause notice to the Agency by the concerned department as per clause 9.1.
 - iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - iv) To submit final recommendations to the Competent Authority for banning or otherwise.

8. Removal from List of Approved Agencies - Suppliers/ Contractors etc.

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors/Bidders etc.
- 8.2 The effect of such an order would be that the Agency would not be qualified for competing in Open Tender Enquiries or Limited Tender Enquiries till the period mentioned in the order.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency, Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.
- 9.2 If the Agency requests for inspection of any relevant document in possession of NTC, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
- a) For exonerating the Agency if the charges are not established;
 - b) For removing the Agency from the list of approved Suppliers/Contractors, etc.
 - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned.
- 9.5 Unitwise banning may be done for a period upto six months only and for more than six months banning, it should be pervasive i.e. for all the units. In case of pervasive banning for more than six months i.e. across all the units, it should be done after approval of the Director (Finance) of the corporate office.

10. Appeal against the Decision of the Competent Authority

- 10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order within 120 days which shall be communicated to the Agency as well as the Competent Authority.

11. Circulation of the names of Agencies with whom Business Dealings have been banned

The concerned unit shall forward the name and details of the Agency (ies) banned to IT&C Division of Corporate Office for displaying the same on the NTC website.

Corrupt, Fraudulent, Collusive or Coercive Practices Policy

1.0 Corrupt, Fraudulent, Collusive or Coercive Practices

It is expected from the Bidders/ suppliers/ contractors that they will observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

- (a) For the purposes of this provision, the terms set forth below shall mean as under:
- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value and /or personal satisfaction to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

- (iii) “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, noncompetitive levels; and
- (iv) “Coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of a contract;
- (v) “Integrity Pact” means an agreement called Integrity Pact between the contractor and the Employer shall be signed committing the persons/ officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract. The Independent External Monitor(s)(IEM) appointed by the Employer shall oversee the compliance of obligation under the Integrity Pact.
- vi) “Independent External Monitor(s) (IEMs)” means the External Monitor(s) appointed by the Employer to oversee the implementation of Integrity Pact
- (b) A Bid may be rejected by the Purchaser if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity pact as mentioned above in competing for the contract in question.
- (c) The Purchaser may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or defaulted commitments under integrity pact in competing for, or in executing, a contract.
- (d) Banning of Business Dealings: It is not in the interest of NTC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process. The grounds on which Banning of Business Dealings can be initiated are as follows:-
 - i) If the security consideration, including questions of loyalty of the Agency to NTC so warrants;
 - ii) If the director/ owner of the Agency, proprietor or partner of the firm, is convicted by a court of law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during last five years;
 - iii) If business dealings with the Agency have been banned by the Ministry of Textiles, Government of India or by any other department of GOI.
- iv) If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
- v) If the Agency uses intimidation / threatening or brings undue outside pressure on NTC or its official for acceptance / performances of the job under the contract:
- vi) If the Agency misuses the premises or facilities of the NTC, forcefully occupies or damages the NTC’s properties including land, water resources, forests / trees or tampers with documents/records etc. (Note : The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).
- vii) In the transaction where NTC is a seller, the term Purchaser shall be deemed to have been replaced by ‘Seller’ and vice versa.

The procedure for banning of Business Dealings shall be governed as per NTC’s “Guidelines on Banning Business Dealings” as enclosed separately. **(Annexure B).**